

CITY OF SAN ANTONIO

Purchasing and General Services Department



HIGH TECHNOLOGY REQUEST FOR COMPETITIVE SEALED PROPOSALS

("RFP 04-073")

for

Point of Sale System for Municipal Golf Centers & Tennis Court Pro Shops

May 24, 2004

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I. PURPOSE

The City of San Antonio ("City") is seeking Competitive Sealed High Technology Proposals from qualified Respondents interested in providing a state-of-the-art information technology system for a Point of Sale System for the San Antonio Municipal Golf Centers and Tennis Court Pro Shops and Accessories as described in this Request for Competitive Sealed Proposals (RFP).

The City will use the responses assembled from this RFP to evaluate desired functionality, requirements and cost(s) to determine the best proposal.

II. DEFINITIONS

City Staff.....Includes other city staff from Legal, Purchasing and Information Technology Services Departments

POS.....Point of Sale System

SAPAR..... San Antonio Municipal Golf Centers & Tennis Center

User.....Patron, customer

III. TERM OF CONTRACT

The term of this contract shall be for the period beginning upon award by San Antonio City Council and terminating 12 months from the date of signing of the contract.

The City of San Antonio reserves the right to extend the contract period for four (4) additional (1) year periods based on the initial proposal submitted, upon mutual consent of the City of San Antonio and the contractor.

IV. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the **Brackenridge Park Clubhouse located at 2315 Avenue B, San Antonio, TX 78215 on June 8th, 2004 at 2:00 PM CST**. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date, will be posted on the City's website at http://www.sanantonio.gov/pgs/procure/bid_oppt.asp.

V. SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFP. These dates are only estimated dates and are subject to change:

- RFP Issued/Advertised May 24th, 2004
- Vendors Submit Letter of Intent May 31st, 2004
- Questions Due from Vendors 4:30PM June 4 th, 2004
- Pre-proposal Conference 2:00PM June 8th, 2004
- Distribute Answers to Questions and Addendum (Estimated) June 10th, 2004
- Proposals Due 2:00 PM June 28, 2004
- Demonstrations TBD

- City Council Award dependent upon final negotiations.

TBD

VI. FUNDING OUT CLAUSE

In the event that through no action initiated by the City of San Antonio, the City's legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, the City of San Antonio shall, 30 days prior to the beginning of the fiscal year for which funds are not appropriated, send the successful vendor written notice stating that the City of San Antonio failed to appropriate funds.

VII. INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

- Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during

such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

- that the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the City's negligent act or omission, and
- that the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

VIII. RESTRICTIONS ON COMMUNICATION

Once the RFP has been released, Respondents are prohibited from communicating with City staff regarding the RFP or Proposals, with the following exceptions:

- A) Questions concerning this RFP shall be directed, in writing only, to the Purchasing and General Services Department attn: Lane Brinson, Sr Buyer, at 131 W Nueva, San Antonio, TX 78283. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile or e-mail will be accepted at (210-207-7270) or to cbrinson@sanantonio.gov. No inquiries or questions will be answered if received after 4:30 PM CST. on June 4th, 2004, to allow ample time for distribution of answers and/or amendments to this RFP.
- B) Respondent shall not contact City employees before an award has been made, except as set out herein. Violation of this provision by Respondent or his agent may lead to disqualification of his proposal from consideration.
- C) The City reserves the rights to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

IX. ADDITIONAL PROVISIONS

A) Ownership and Licenses

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any contract awarded pursuant to this RFP,

will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

B) Certifications

Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

- C) Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate (or other registered business entities) and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.
- D) If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Director of Purchasing and General Services shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- E) All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- F) All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- G) Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

X. SUBMISSION OF PROPOSALS

A) Location and Time:

Respondent shall submit **SIX (6)** copies of the Sealed Proposal, the original signed in ink, in a sealed package with “**RFP 04-073**” “**HIGH TECHNOLOGY REQUEST FOR COMPETITIVE SEALED PROPOSAL FOR MUNICIPAL GOLF CENTERS & TENNIS COURT PRO SHOPS POINT OF SALE SYSTEM**” clearly marked on the front of the package. All Proposals must be received in the City Clerk’s office no later than **2 p.m. central time June 28th, 2004** at the address below. Any Proposal received after this time shall not be considered.

Mailing Address:

City Clerk’s Office

Attn: RFP “HIGH TECHNOLOGY REQUEST FOR COMPETITIVE SEALED PROPOSAL FOR MUNICIPAL GOLF CENTERS & TENNIS COURT PRO SHOPS POINT OF SALE SYSTEM”

P.O. Box 839966,

San Antonio, Texas 78283-3966

Physical Address:

City Clerk’s Office,

Attn: RFP “HIGH TECHNOLOGY REQUEST FOR COMPETITIVE SEALED PROPOSAL FOR MUNICIPAL GOLF CENTERS & TENNIS COURT PRO SHOPS POINT OF SALE SYSTEM”

100 Military Plaza

2nd floor, City Hall

San Antonio, Texas 78205.

Proposals sent by facsimile or email will not be accepted.

B) PROPOSAL FORMAT:

Each proposal shall be typewritten and submitted on 8 ½” x 11” white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than ¾” around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

XI. EVALUATION CRITERIA

A) MINIMUM EVALUATION CRITERIA

Minimum Evaluation Criteria reflect those standards or attributes that the City considers essential to the satisfactory performance of the contract. The City will use the Minimum Evaluation Criteria to assist in identifying “responsive” proposals (those containing all of the required forms and information and offering all of the requested supplies and services in the RFP) and to identify vendors who are “responsible” (those who possess the capability, integrity and reliability to perform under the contract.)

The City will evaluate each proposal to determine whether it meets all Minimum Evaluation Criteria. Responses to the Minimum Evaluation Criteria Questions must be unconditionally “Yes” or “No.” Written validation of vendor’s responses may be requested at any time during this process.

Note: If a proposal fails to satisfy any one of the Minimum Evaluation Criteria, the proposal will automatically be eliminated from all further consideration.

- _____ 1. Does your proposal provide references for at least five customers who have installed the proposed system, including one that meets the size and criteria noted in Vendor Evaluation/Comparable Institutions section (page 12)?

- _____ 2. Has an authorized representative of your firm signed the proposal where required and returned each of the following forms as part of the proposal?
 - Ethics Ordinance Required Disclosures Form
 - Litigation Disclosure Form
 - Insurance Requirements
 - Indemnification Requirements

B) VENDOR EVALUATION

Vendor responses will be scored on a one hundred point scoring system. Each evaluative section will be assigned a maximum number of points that may be scored.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated will include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

The successful vendor will be determined by a series of measures and stages. Vendor must meet a set of minimum evaluation criteria in order to be considered. Complete answers to the RFP will be the first indicator of how well a vendor meets the needs of the (SAPAR).

The RFP will be scored on a one hundred-point scale as outlined below. The City may short list proposals and invite vendors to demonstrate the availability and ease of use of key functionality of their proposed system. This demonstration will be accomplished through a scripted demonstration developed by SAPAR and City staff. The demonstration will be forwarded to the selected vendor prior to the presentation to give ample time for preparation and compliance with the script. All vendors will be expected to closely follow the script to ensure consistency among vendor demonstrations. Following the demonstrations, each vendor will be scored and a vendor selected for negotiations.

•Experience of Firm	15%
•Functionality/Technical/Compatibility	35%
•SBEDA	20%
•Price	30%
TOTAL	100%

XII. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

A) EXECUTIVE SUMMARY

The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

B) RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE (Attachment A)

Completed Respondent Qualification General Questionnaire.

C) DISCRETIONARY CONTRACTS DISCLOSURE (Attachment B)

Completed Discretionary Contracts Disclosure Form. If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.

D) LITIGATION DISCLOSURE (Attachment C)

Completed Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.

E) SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) POLICY REQUIREMENTS (Attachment D)

Completed SBEDA forms.

F) PRICING SCHEDULES (Attachment E)

List all costs and fees associated with the provision of services by Respondent.

G) INSURANCE (Attachment F)

If selected, Proposer will be required to provide the insurance requirements listed under.

H) IDEMNIFICATION REQUIREMENTS (Attachment G)

Proposer must read and agree to the City's Indemnification requirements as stated in the attached document. Any modifications or omissions to this clause could result in disqualification. Any exceptions to this indemnification must be clearly stated.

I) BROCHURES

Include any brochures and/or other relevant information about Respondent you wish the City to consider in its selection.

J) REFERENCES AND QUALIFICATIONS

Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés of key personnel for services that Respondent proposes to perform.

Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP.

Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

Respondent shall provide three (3) references, preferably from municipalities, for whom Respondent has provided services. Include current phone number for each reference.

If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.

K) ANNUAL FINANCIAL STATEMENT

Respondent must provide financial documentation as required on page 21 in the Evaluation Section of this RFP.

L) LETTER OF TRANSMITTAL

A Letter of Transmittal must be included with each proposal. The Letter of Transmittal must include the typed name of the company submitting the proposal, the signature, name and title of the person authorized to contractually obligate the organization, the names, titles, and telephone numbers of the persons to be contacted for clarification of the proposal, a statement explicitly stating acceptance of the requirements, terms, and conditions within this Request for Competitive Sealed Proposal, and a statement acknowledging receipt of any and all amendments to this Request for Competitive Sealed Proposal.

M) PROPOSAL CHECKLIST (Attachment H)

Completed proposal checklist.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to complete and provide any of these documents may result in the respondent's proposal being deemed non-responsive and therefore disqualified from consideration.

N) AMENDMENTS TO RFP

Changes or amendments to this RFP, if required, will be posted on the City's website at http://www.sanantonio.gov/pgs/procure/bid_oppt.asp. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. Vendor should print any amendments or addenda and include this in the proposal response.

XIII. SCOPE OF SERVICES

A) OBJECTIVES:

The San Antonio Parks and Recreation Department (SAPAR) seeks to enhance the services offered to its users by installing a turn key Point of Sale System (POS) that will support all of the SAPAR Municipal Golf Centers and Tennis Pro Shop. The system will include hardware and software, installation, training, maintenance and support.

B) NARRATIVE DESCRIPTION

Golf Centers & Tennis Court Pro Shop Point of Sale Software Package and Accessories
Details

Items to be included and to function as a system: Golf Centers & Tennis Court Pro Shop Point of Sale Software Package, Hardware/Software/Network component, installation details and support, training details, yearly support or maintenance agreement, complete system with the first three years of support or maintenance included.

Statistical Profile for the City of San Antonio Golf Operations:

1. Rounds of Golf: 246,364 Rounds
2. Discount Card Sales: 4,246
3. Merchandise Sales: \$388,238.64
4. Pro Shop Inventory: \$289, 561.42
5. Total Revenue: \$6,119,030.61
6. Total Expenditures: \$6,429,492.92
7. Golf Course Facilities:
 - a. Brackenridge Park
 - b. Cedar Creek
 - c. Mission del Lago
 - d. Olmos Basin
 - e. Riverside/ Par 3
 - f. Willow Springs
 - g. San Pedro Driving Range/Par 3

Statistical Profile for the City of San Antonio Tennis Operations

1. Annual Players: 40,000
2. Discount Card Sales: N/A
3. Merchandise Sales: \$30,000.00
4. Pro Shop Inventory: \$35,000.00
5. Total Revenue: \$175,000
6. Total Expenditures: \$120,000
(does not include maintenance, utilities, etc.)
7. Tennis Center Facilities:
Mc Farland Tennis Center

C) EXPERIENCE, REFERENCES AND STABILITY OF FIRM (15 POINTS)

1. COMPARABLE INSTALLATIONS

The vendor must demonstrate that it has made installations in comparable institutions. Evaluators will use the responses to any additional customer information provided, and interviews with current customers to form the rating for comparable installations.

2. VENDOR PROFILE

SAPAR is looking for a vendor that demonstrates a long term potential for providing excellent service and products. The vendor must demonstrate its financial stability, market performance, customer responsiveness and commitment to quality personnel.

3. VENDOR FINANCIAL STABILITY

Provide an audited financial report for the latest complete fiscal year. Include information on debt or cash reserves. Include information on company ownership, and the objectives of any parent companies with regard to the proposing company. The Chief Financial Officer of the City of San Antonio will conduct an analysis of this information independent of the RFP Evaluation committee(s).

4. VENDOR MARKET PERFORMANCE

Provide a listing of public entities in the past two years, which use the proposed software system. Indicate sales trends over the last five years and overall revenue trends over the past five years.

5. VENDOR PERSONNEL

Provide resumes of key executive officers, including Heads of Product Development, Marketing, and Product Support. List key team members in these three departments, including all those who will be assigned to work with SAPAR. Please include the length of service with your firm for these employees. Indicate the amount of time they will be expected to work with SAPAR during implementation and on an ongoing basis. Note any key personnel who are actually consultants with your firm instead of employees.

6. CUSTOMER REFERENCES

The vendor should provide at least 5 references giving a contact name, address, telephone number and email address.

D) FUNCTIONAL DESCRIPTION (35 POINTS)

1. BASIC SYSTEM REQUIREMENTS

- a. Capable of handling eight locations.
- b. Must be able to properly record fee for different fee classifications.
- c. The system must be able to add/delete golf courses/tennis courts at any time.
- d. Accommodate up to 450,000 golfers/tennis players per year.
- e. Capable of handling a minimum 150 index codes system wide.
- f. Bar code scanner that reads UPC-A and other common bar code types.
- g. Two lockable cash drawers per location.
- h. Double line Display Unit for each POS system.
- i. Receipt printer per POS location
- j. Allow bi-directional transmittal of reports to all POS locations and administrative offices.
- k. Real time check-in and collection of fees at each POS location.

2. PERFORMANCE REQUIREMENTS

The City is requesting the proposed package be able to perform the following items:

- a. Number of times golfer/player/tournaments were no show in current year in data set.
- b. Revenues from greens/court fees, and revenues and inventory from pro shop must be separated.
- c. System shall provide item entry by SKU or department key on a standard keyboard.
- d. System shall have the ability to search for items by SKU and/or description at POS.
- e. System shall break out sales by type on a daily basis, including subtotals and totals.
- f. Vendor provides complete schematics of installation and complete manuals of operation.
- g. System shall provide multiple/split tender, including cash, check, ATM and credit card.
- h. System must pass a minimum of 48-hour burn in test of complete assembled systems.
- i. System variables impacting the operation of the golf courses/tennis courts must be able to be initialized and modified by City.

3. SYSTEM OPERATIONS

- a. The POS must:
 - 1) include bar code input function.
 - 2) accept at least 50 different golfer/tennis types.

- 3) flag lost golfer ID cards so lost or stolen cards cannot be used.
 - 4) allow multiple selling prices and selling price overrides.
 - 5) allows markdown or markup by percent or dollar amount.
 - 6) Operate in “real-time”.
- b. System should also provide the following:
- 1) A rain check feature.
 - 2) A disclaimer on receipts that includes golf car rentals.
 - 3) The issuance of individually numbered gift certificates/gift card in both single and batch mode.
 - 4) The ability to redeem Gift Certificates/Gift Cards during transaction settlements.
 - 5) Each ECR shall provide “X” and “Z” functions for must be secured by user.
 - 6) At least 150 user defined transaction codes for greens fees/court fees, cart rentals, etc.
 - 7) Applications for golf course or recreation services operations.
 - 8) Have a “backup” capability that will function when network is down.
 - 9) Method of recording revenue and expenses with pre-existing general ledger account numbers.
- c. An Inventory control software should be provided which allows for the establishment of reorder points and the tracking of merchandise sales and inventory.
- d. All numerical data should be stored by period and by year. The City defines the period as daily, weekly, month, etc.
- e. Payment types should include cash, check, credit card, account charge or account credit.
- f. The cash drawer should have the ability to be subtotaled at any time.
- g. The end of the day process shall conduct an automatic cash drawer total, broken down by transaction code and payment total.
- h. Revenues and expenses must flow to a “statement of operations report” for each course and permit easy consolidation for the City’s eight POS locations.
- i. Transaction speed will be equal to or exceed current transaction speed.
- j. History report providing detailed transaction listing for the type of golfer/tennis player during a specified date range.
- k. Security report listing current users and access levels to the system. The system should allow users to be added, changed or deleted as needed by an authorized user.
- l. Bar code labels can be printed for all inventory items.
- m. Proposed system must include an Inventory system which:
- 1) Must allow the receipt of inventory by client’s item number or by vendor’s item number.

- 2) Must be capable of printing inventory count sheets upon demand.
- 3) Have the option of recalculation of inventory based upon physical counts.
- n. Emergency phone service available 30 minutes before opening and 30 minutes after closing 365 days a year.
- o. Processing of inventory updates and printing labels.
- p. Proposed system must use a dual cash drawer and receipt printer with 2-copy type receipt tape configuration.
- q. Proposed system must be able to identify form of payment, to include Gift Certificate or coupons as a form of payment. A Card Reader will be needed for system operation.

4. SOFTWARE PACKAGE:

A comprehensive software package is being requested that addresses the following criteria. Provide a detailed description of the proposed software package and explain or show how this criterion is addressed.

- a. The ability to book court/tee times on other tennis courts/golf course tee sheets is preferred.
- b. On an electronic tee sheet, must be able to link or interface to a web-based tee time booking process.
- c. The electronic tee sheet must be able to accommodate:
 - 1) "Groups of five";
 - 2) "Holes one and ten tee starts";
 - 3) "Shotgun starts";
 - 4) "Tee time";
 - 5) Time intervals of seven, eight and ten minutes on the same sheet; and be able to block off times for future outings.
- d. From an electronic tee sheet, must be able to generate yield management reports such as the number of players on a specified day or periods of time, and the amount of revenue realized during the specified time.
- e. The inventory control portion must update each physical inventory records automatically when inventory is transferred from court to court and golf course to golf course.
- f. Software must provide the following features:
 - 1) Generate daily/weekly/monthly/quarterly/yearly sales and statistical reports on revenues, rounds of golf at each course/tennis court, cart rentals and pro shop merchandise.
 - 2) Generate daily/weekly/monthly/quarterly/yearly sales and statistical reports on revenues, rounds of golf at each course, cart rentals and pro shop merchandise.

- 3) Network in WAN. Each course (Cost Center) and the administrative offices should be able to view each course's inventory records, tee sheets, and handicap records.
- 4) Record and report customer information per player on an electronic tee sheet to include: name, start time, receipt numbers and credit card information.
- 5) Capability to book course/court tee times for 500,000 patrons annually at all six golf courses, one tennis center, one driving range/par three facility through the internet, and on an electronic tee sheet from any city golf location
- 6) Include an inventory tracking and management module providing bar coding functions.
- 7) Provide a system ID access for each employee and allow for future users to be added to or deleted from the system.
- 8) Have pre-programmed reporting capabilities, in order to provide detailed financial information, and contain the functionality to segregate green fee, cart, and merchandise revenues in individualized reports.
- 9) Able to export report information into Microsoft Excel application and City of San Antonio SAP financial system.
- 10) Monitor and account for centralized Gift Certificate/Gift Card balances and inventories to be used at any of seven golf centers and one tennis center, and to deduct from Gift Certificate/Gift Card balance each time a purchase is made against it.
- 11) Capable of converting Gift Certificates from a paper method to a gift card method, and for staff to have the ability to set the limit on the card at the time of sale.
- 12) Ability to monitor and account for Annual Discount Card holders who utilize multiple locations, and notify employee if card is expired. The Annual Discount Card system uses a magnetic stripe card and new POS system should be able to generate management reports regarding the use of Annual Discount Cards.
- 13) Ability to provide rapid response to fast-paced pro shop environment - a maximum of 3-5 minute response times for check-ins, gift certificate users, Annual Discount Card users, and tournaments.
- 14) Ability to adjust pricing to accommodate various discount offers, including junior program specials, seasonal promotions and special play rates within 3-5 minutes.
- 15) Include Handicap module that conforms to guidelines outlined by the USGA.
- 16) Include Tournament management module, to include the ability to print scorecards, cart tags, and pairing reports, and to alter and re-pair players manually. Tournament bookings must be automatically secured on tee sheet on appropriate dates. Must be able to set an account to hold the individual tee times and tournament bookers' deposit, to be included with deposit on appropriate date by credit card. Must provide text field (up to 255 characters) for additional notes or special requirements for the event.
- 17) Able to generate a cart rental agreement on receipt printer that will be retained by the course.

- 18) Ability to capture and print Discount Card membership, Junior Golf program participants and customer email address in a report from a database.
 - 19) Include Food and Beverage (snack bar) module as a future add-on program.
 - 20) Include the ability to take physical inventory and update inventory with the use of a portable scanner.
- g. Require that one machine (located at the front counter of each course) be loaded with the software and have the ability to operate as a stand-alone unit if network connection is lost. When the network function returns, each location will re-sink with the server and update all information. The information available on the stand alone PC shall be as current as when the network is lost.
 - h. SAPR prefers an auto-prompt to give a one-week notice prior to tournament, along with associated notes and special requirements.
 - i. SAPR prefers the capability to include Annual Discount Cards that must be shown at time of check-in. Ideally, when the card is scanned, the customer information will automatically be populated within the tee sheet, and the staff member would be notified immediately if the card has expired or been suspended.
 - j. Software should provide the ability for employees to clock in and clock out on a timekeeping module, as well as offer a scheduling function.
 - k. Software application shall not include routines, subroutines, or functions written in any third party software for which source code is not available.
 - l. Vendor agrees to have software source code placed in escrow, under standard industry terms, by a mutually agreeable software escrow company. Source code would be released to customer only if vendor becomes legally insolvent and bankrupt.
 - m. The proposed software package must provide the following:
 - 1) Allow keyboard entry and existing ASCII delimited files to be downloaded into the system.
 - 2) Utilize password protection for both application and system management functions.
 - 3) Utilize context sensitive help screens.
 - 4) Support both immediate and batch printing.
 - 5) Allow the images on the screen to be printed using a LaserJet printer.
 - 6) Allow networking of workstations.
 - 7) Ability to edit, input, view and delete database records.
 - n. Complete reference guide is to be included for the system administrator that explains all system functions in detail.
 - o. A user's guide shall be included that explains functions of the system to the novice user.
 - p. The database must have a report generator the City can use to create custom reports from any combination of existing database fields.

- q. Vendor should be able to perform on-line diagnostics and offer assistance from vendor's remote location.
- r. Software enhancements and upgrades shall be available, at no additional cost, to the City as they are released.
- s. Describe how custom programming will be made available to the City and how this additional programming will be charged if not included in the proposed maintenance, support and service package.

5. REPORTS

Provide a description of reports being proposed.

- a. System must generate daily/weekly/monthly/quarterly/yearly sales and statistical reports on revenues, rounds of golf at each course/tennis court, cart rentals and pro shop merchandise.
- b. System should provide the following reports:
 - 1) Transaction code report listing each transaction code and code description.
 - 2) Golfer/Tennis types report listing each golfer/tennis type such as “Junior”, “Senior”, “School”, “Discount”, “Promotion” type.
 - 3) Golfer/Tennis reports listing “golfer ID”, “name”, “address”, “phone number” or “rounds”, “balance information”, “handicap”, etc.
 - 4) Usage reports listing play and revenue data for either date or time.
 - 5) Hourly usage report summarizing all play and revenue within a defined hour.
 - 6) Category report summarizing month-to-date and year-to-date plays for each golfer by golfer type.
 - 7) Customized pass tracking report. This report would track usage by member or inventory item, and needs to contain the usage information by date and location from all 8 POS locations.
 - 8) Inventory control reports allowing establishment of reorder points and tracking of merchandise sales and inventory.
 - 9) Automatically generated End of day reports.
 - 10) Income report summarizing revenue received within an entered date range.
 - 11) Transaction code activity report summarizing revenue by transaction code.
 - 12) History analysis report calculating the average plays by golfer/tennis type.
- c. Reports should have the option of being run at any time.

7. HARDWARE/ SOFTWARE/NETWORK COMPONENT

Provide a comprehensive list of required hardware/software/network components. Include pricing of each item in the price schedule submitted. System should provide compatibility with touch screen monitors as well as be able to network in a Wide Area Network or “WAN” environment.

8. INSTALLATION

Provide a detailed installation process with an estimated timeline for the installation process. This timeline should be detailed for each location. Awarded vendor will be responsible for the installation of the system. The City of San Antonio has ITSD staff that must be coordinated with prior to installation.

9. IMPLEMENTATION

Provide an implementation plan describing the following:

- a. A complete implementation schedule detailed by location.

- b. Coordination with COSA ITSD Department.
- c. Proposed levels of project staffing by Vendor and by SAPAR.
- d. Requirements for site preparation.
- e. Description of staff training.

10. TRAINING

Awarded vendor will be responsible for the training of Golf & Tennis Division staff including pro shop personnel and administrative personnel. Proposals shall include a detailed description of the proposed training plan. The training must include a minimum of 40 hours staff training including system administrator training. There will be approximately 62 people that will need training consisting of approximately 7.5 people at each of the 8 golf locations. Of these personnel, 6 are considered full time and 1.5 part-time golf employees. There will be 2 employees at the McFarland Tennis Center.

11. SUPPORT, SERVICE AND MAINTENANCE

Awarded vendor will be responsible for daily, monthly & yearly support or maintenance at a set cost. The City of San Antonio desires a five-year support and maintenance agreement to include system upgrades and some assurance of compatibility with future standards as determined within the City of San Antonio.

Potential vendors should provide a detailed description of the proposed support, service or maintenance agreement. Include information on how the support, service and maintenance offerings will satisfy the following:

- a. Provide a 5-year software maintenance program to include all future software updates and system enhancements applicable to system modules licensed. All other maintenance costs not included in the proposal price must be quoted as a reoccurring annual cost.
- b. Describe what customer feedback mechanisms are in place in terms of user groups, a process of eliciting software improvement requests, and willingness and ability to do customized programming.
- c. Describe how hardware can be modified to meet future needs or scaled to accommodate expansion.
- d. Vendor should have a local representative and a 24-hour telephone assistance number.
- e. Vendor should provide initial programming of registers with PLU and department information.
- f. Vendor should provide onsite training with pro shop and management personnel.
- g. Vendor should provide maintenance and support services 365 days a year, responding within one hour of service request.
- h. Emergency phone service is requested to be available 30 minutes before opening and 30 minutes after closing 365 days a year.

- i. Describe both included and optional (recommended) customer support services that are being proposed and include a description of the services and service level definitions.
- j. Describe any product update cycles and strategies to keep product current.
- k. Describe the types of Hardware or Software maintenance activities that will be required of the City's Information Systems staff.
- l. Provide a schedule for issuing new software releases, updates and fixes.
- m. The City requests a replacement register to be provided for any register that cannot be repaired before the next business day. This temporary register will be available to be placed in the Pro shop at no cost to the City.

E) COST (30POINTS)

Submit a detailed cost of the proposed system. The cost should be clearly itemized by groups. The groups should be totaled to represent total system price including all equipment, software, support, maintenance and any other cost related to the purchase. Any "Optional" cost proposed for items not required by the RFP scope are to be identified and listed in a separate group and NOT included in the total system price.

**F) SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY PROGRAM (SBEDA) (20 POINTS)**

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs(i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:

- i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
- ii. One percent (1%) for meeting/exceeding the MBE goal.
- iii. One percent (1%) for meeting/exceeding the WBE goal.
- iv. One percent (1%) for meeting/exceeding the AABE goal.

- v. One percent (1%) for meeting/exceeding the SBE goal.

XIV. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A)** City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B)** The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C)** City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D)** City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E)** No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Council. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F)** This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G)** If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- H)** Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- I)** Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Part B, Section 10 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Attachment B)
- J)** Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or

omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

K) Best and final offer

The City reserves the right to pursue Best and Final Offers and may choose to do so with a short list of Proposer(s) based on initial proposal scoring. Only selected vendors meeting the standards determined by the City may submit a Best and Final Offer. In the event that Best and Final Offers are requested, the City will notify qualified vendors in writing. All responses to the Best and Final Offer must be submitted in writing. The City will not consider any proposal not submitted in writing.

ATTACHMENT "A"
RESPONDENT QUALIFICATION
GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: _____

2. Address: _____

3. Telephone/FAX: _____

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
Yes ___ No ___

5. Is your Company authorized and/or licensed to do business in Texas?
Yes ___ No ___

6. Where is the Company's corporate headquarters located? _____

7. Does the Company have an office located in San Antonio, Texas?
Yes ___ No ___

If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?
_____ (years) _____ (months)

8. State the number of full-time employees at the San Antonio office. _____

9. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?
Yes ___ No ___

If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?
_____ (years) _____ (months)

10. State the number of full-time employees at the Bexar County office. _____

11. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ___ No ___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

12. Indicate person whom the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

13. Surety Information

a. Have you or the Company ever had a bond or surety canceled or forfeited? Yes ()
No ().

b. If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

14. Bankruptcy Information

a. Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

b. If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

15. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT "B"
CITY OF SAN ANTONIO
Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

is required to

disclose in connection with a proposal for a discretionary contract:
the identity of any **individual** who would be a party to the discretionary contract:

the identity of any **business entity** that would be a party to the discretionary contract:

and the name of:
any individual or business entity that would be a **subcontractor** on the discretionary contract;

and the name of:
any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
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Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

ATTACHMENT “C”
LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT “D”

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

1. **SMALL BUSINESS PARTICIPATION**

Pursuant to Ordinance No. 96754, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City’s discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Economic Development Advocacy Provisions:

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES’s category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of

ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

A. 3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	15%
WBE	10%
AABE	3%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C— a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	15%	33%
WBE	10%	13%
AABE	3%	10%

SBE	50%	100%
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Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company A will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the SBEDA goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	15%	45.5%
WBE	10%	13%
AABE	3%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

4. **List of Subcontractors Required**

Proposals shall include a List of Subcontractors (ATTACHED), which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **SBEDA Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3900 or FAX: (210) 207-8151.

LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, _____, as part of the procedure for the submission of bid/proposals on a project known as _____, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	REASON FOR REJECTION

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Certified List of Subcontractors form).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT “E”
PRICING SCHEDULE

State any and all fees proposed to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

Provide separate and detailed in the following format:

- 1) Hardware Cost
- 2) Software Cost
- 3) Upgrades (5 Years)
- 4) Maintenance and Support Cost Per Year (5 Years)
- 5) Training Cost
- 6) Other Cost
- 7) Optional Cost

ATTACHMENT "F"

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Purchasing and General Services Department, Attn: Lane Brinson, which shall be clearly labeled RFP High Technology Request for Competitive Sealed Proposals for SAPAR Point of Sale System in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Purchasing and General Services Department, Attn: Lane Brinson, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

For Bodily Injury and Property Damage

a. General Aggregate	\$2,000,000
b. Premises operations	\$1,000,000
c. Independent contractors	\$1,000,000
d. Products/completed operations	\$1,000,000
e. Personal Injury	\$1,000,000
f. Contractual liability	\$1,000,000
g. Explosion, collapse, underground	\$1,000,000
h. Broad form property damage, to include fire legal liability	\$50,000
i. Liquor Liability	\$1,000,000

Business Automobile Liability

a. Scheduled Autos	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit (CSL) for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage	
b. Owned/leased vehicles		
c. Non-owned vehicles		\$1,000,000 per occurrence or its equivalent.
d. Hired vehicles		

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
Professional Liability (Claims made form)	\$5,000,000

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the

underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided by City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

Name the City and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
Risk Management
RFP for SAPAR Point of Sale System
P. O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Purchasing and General Services Department
RFP for SAPAR Point of Sale System
P.O. Box 839966
San Antonio, Texas 78283-3966

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent there under until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT "G"
INDEMNIFICATION REQUIREMENTS

CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

ATTACHMENT “H” PROPOSAL CHECKLIST

This checklist is to help the Respondent ensure that all required documents have been included in its proposal.

Document	Check or Initial to Indicate Document is Attached to Proposal
Executive Summary	
Respondent Qualification General Questionnaire (Attachment A in RFP)	
*Discretionary Contracts Disclosure (Attachment B in RFP)	
Litigation Disclosure (Attachment C in RFP)	
Small Business Economic Development Policy (Attachment D in RFP) *Good Faith Effort Plan	
Pricing Schedule (Attachment E in RFP)	
Insurance Requirements (Attachment F in RFP)	
References and Qualifications (Proposal Requirements Section of RFP) résumés of key personnel 3 references	
*Annual Financial Statement (<i>Must have signature</i>)	
Proposal Checklist (Attachment H in RFP)	
*Letter of Transmittal	
SIX (6) Copies of Proposal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**